

FILED

MAY 30 2019 

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR OF CALIFORNIA
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PUBLIC MATTER

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:)	Case Nos. 17-O-01011; 17-O-04581 and 18-
)	O-10305 [CONSOLIDATED]
ALEXANDER H. ESCANDARI,)	
No. 183781,)	SECOND AMENDED NOTICE OF
)	DISCIPLINARY CHARGES
)	
A Member of the State Bar.)	

NOTICE - FAILURE TO RESPOND!

**IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE
WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT
THE STATE BAR COURT TRIAL:**

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;**
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

The State Bar of California alleges:

1 JURISDICTION

2 1. ALEXANDER H. ESCANDARI ("respondent") was admitted to the practice of law
3 in the State of California on November 26, 1996, was a member at all times pertinent to these
4 charges, and is currently a member of the State Bar of California.

5 COUNT ONE

6 Case No. 17-O-01011
7 Former Rules of Professional Conduct, Rule 4-100(A)
8 [Failure to Maintain Client Funds in Trust Account]

9 2. On or about September 7, 2016, respondent received on behalf of respondent's client,
10 Morad Monempour, a settlement check in the amount of \$100,000 from ESIS, Inc. On or about
11 September 9, 2016, respondent deposited the \$100,000 into respondent's client trust account at
12 U.S. Bank, account ending in 7873, on behalf of said client. Of this sum, the client was entitled
13 to at least \$47,871.94. Respondent failed to maintain a balance at all times of \$47,871.94 on
14 behalf of the client in respondent's client trust account, in willful violation of former Rules of
15 Professional Conduct, rule 4-100(A).

16 COUNT TWO

17 Case No. 17-O-01011
18 Former Rules of Professional Conduct, Rule 4-100(A)
19 [Commingling – Payment of Personal Expenses from Client Trust Account]

20 3. Between June 2016 and July 2017, respondent issued the following checks from
21 funds in respondent's client trust account at U.S. Bank, account no. ending in 7873, for the
22 payment of personal expenses, in willful violation of Rules of Professional Conduct, rule 4-
23 100(A):

CHECK NO.	PAYEE	AMOUNT OF CHECK
Check #1345	KIRN 670AM Radio Iran	\$6,000.00
Check #1328	Amir Development	\$7,041.20
Check #1374	KIRN	\$5,000.00
Check #1411	Amir Development	\$7,041.20

1	Check #1412	Amir Development	\$191.64
2	Check #1440	LA Trial Lawyers, Inc.	\$15,001.00
3	Check #1449	Amir Development	\$7,232.64
4	Check #1465	LA Trial Lawyers, Inc.	\$3,630.00
5	Check #1502	LA Trial Lawyer's Payroll	\$12,000.00
6	Check #1522	Franchise Tax Board	\$894.19
7	Check #1520	Franchise Tax Board	\$1,307.80
8	Check #1519	Franchise Tax Board	\$2,007.53
9	Check #1521	Franchise Tax Board	\$1,276.16
10	Check #1523	Franchise Tax Board	\$56.00
11	Check #1599	US Department of treasury	\$5,913.61
12	Check #1608	Financial Credit Network	\$1,121.25

COUNT THREE

Case No. 17-O-01011
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

4. On or about September 7, 2016, respondent received on behalf of respondent's client, Morad Monempour, a settlement check in the amount of \$100,000 from ESIS, Inc. On or about September 9, 2016, respondent deposited the \$100,000 into respondent's client trust account at U.S. Bank, account ending in 7873, on behalf of said client. Of this sum, the client was entitled to at least \$47,871.94.

5. Between October 24, 2016 and February 15, 2017, respondent willfully and intentionally misappropriated approximately \$10,755.58 that respondent's client was entitled to receive. Respondent thereby committed an act involving moral turpitude, dishonesty or corruption in violation of Business and Professions Code section 6106.

6. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with committing an intentional misappropriation. However, should the evidence at trial demonstrate that respondent misappropriated funds as a result of

1 grossly negligent conduct, respondent must still be found culpable of violating section 6106
2 because misappropriation through gross negligence is a lesser included offense of intentional
3 misappropriation.

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5 COUNT FOUR

6 Case No. 17-O-4581
7 Former Rules of Professional Conduct, Rule 4-100(B)(3)
8 [Failure to Render Accounts of Client Funds]

9 7. On or about June 17, 2016, respondent received on behalf of respondent's client,
10 Frank Sarrafi, a settlement check in the amount of \$20,000 from Interinsurance Exchange of the
11 Automobile Club. Respondent thereafter failed to render an appropriate accounting to the client
12 regarding those funds at the time he made a partial disbursement of the settlement funds to Mr.
13 Sarrafi, in willful violation of the former Rules of Professional Conduct, rule 4-100(B)(3).

14 COUNT FIVE

15 Case No. 17-O-4581
16 Former Rules of Professional Conduct, Rule 4-100(B)(4)
17 [Failure to Pay Client Funds Promptly]

18 8. On or about June 16, 2016, respondent received on behalf of respondent's client,
19 Frank Sarrafi, a settlement check from Interinsurance Exchange of the Automobile Club in the
20 amount of \$20,000. On or about July 11, 2016, the client was paid \$3,000 of the settlement
21 proceeds even though he was entitled to approximately \$7,750 of the settlement proceeds. To
22 date, respondent has failed to pay promptly to Mr. Sarrafi \$4,750 of the settlement proceeds after
23 the July 2016 partial disbursement in willful violation of the former Rules of Professional
24 Conduct, rule 4-100(B)(4).

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1 COUNT SIX

2 Case No. 17-O-4581
3 Business and Professions Code, section 6106
4 [Moral Turpitude]

5 9. On or about June 16, 2016, respondent received on behalf of respondent's client,
6 Frank Sarrafi, a settlement check from Interinsurance Exchange of the Automobile Club in the
7 amount of \$20,000. Of this sum, Mr. Sarrafi received only \$3,000 even though he was entitled
8 to approximately \$7,750 of the settlement proceeds.

9 10. On or about June 8, 2018, respondent provided a response to the State Bar which
10 indicated that he had paid \$4,750 in expert fees to Dr. Ramin Rabbani, M.D. on behalf of Mr.
11 Sarrafi. This information was false as Dr. Rabbani was neither retained nor paid as an expert in
12 Mr. Sarrafi's case. By providing false information to the State Bar, respondent thereby
13 committed an act involving moral turpitude, dishonesty or corruption in willful violation of
14 Business and Professions Code, section 6106.

15 11. A violation of section 6106 may result from intentional conduct or grossly negligent
16 conduct. Respondent is charged with committing intentional misrepresentation. However,
17 should the evidence at trial demonstrate that respondent committed misrepresentation as a result
18 of gross negligence, respondent must still be found culpable of violating section 6106 because
19 misrepresentation through gross negligence is a lesser included offense of intentional
20 misrepresentation.

21 COUNT SEVEN

22 Case No. 18-O-10305
23 Former Rules of Professional Conduct, Rule 4-100(A)
24 [Failure to Maintain Client Funds in Trust Account]

25 12. On or about March 15, 2016, respondent received on behalf of respondent's client,
26 Mohsen Akbarian, a settlement check in the amount of \$265,000 from Sedgwick CMS as Agent
27 for Hilton Hotels Corporation World Wide.

28 13. On or about March 15, 2016, respondent deposited the \$265,000 into respondent's
client trust account at U.S. Bank, account ending in 7873, on behalf of the client. Of this sum,

1 respondent was obligated to hold at least \$141,327.01 in his client trust account on behalf of Mr.
2 Akbarian and various third-parties who held liens on the settlement. However, between April
3 29, 2016 and May 6, 2016, respondent failed to maintain at all times in his client trust account
4 \$141,327.01 on behalf of Mr. Akbarian and the lienholders, in willful violation of the former
5 Rules of Professional Conduct, rule 4-100(A).

6 14. On May 4, 2016, respondent issued check no. 1297 in the amount of \$5,000 to Mr.
7 Akbarian from the client trust account, which was thereafter presented for payment by Mr.
8 Akbarian on May 6, 2016. Thus, as of May 6, 2016, respondent was obligated to hold at least
9 \$136,327.01 in his client trust account on behalf of Mr. Akbarian and various third-parties who
10 held liens on the settlement. However, between May 6, 2016 and August 4, 2016, respondent
11 failed to maintain at all times in his client trust account \$136,327.01 on behalf of Mr. Akbarian
12 and the lienholders, in willful violation of the former Rules of Professional Conduct, rule 4-
13 100(A).

14 15. On August 4, 2016, respondent issued check no. 1348 in the amount of \$5,000 to Mr.
15 Akbarian from the client trust account, which was thereafter presented for payment by Mr.
16 Akbarian on August 4, 2016. Thus, as of August 4, 2016, respondent was obligated to hold at
17 least \$131,327.01 in his client trust account on behalf of Mr. Akbarian and various third-parties
18 who held liens on the settlement. However, between August 4, 2016 and February 8, 2017,
19 respondent failed to maintain at all times in his client trust account \$131,327.01 on behalf of Mr.
20 Akbarian and the lienholders, in willful violation of the former Rules of Professional Conduct,
21 rule 4-100(A).

22 16. On February 7, 2017, respondent issued check no. 1480 in the amount of \$5,000 to
23 Mr. Akbarian from the client trust account, which was thereafter presented for payment by Mr.
24 Akbarian on February 8, 2017. Thus, as of February 8, 2017, respondent was obligated to hold
25 at least \$126,327.01 in his client trust account on behalf of Mr. Akbarian and various third-
26 parties who held liens on the settlement. However, between February 8, 2017 and March 3,
27 2017, respondent failed to maintain at all times in his client trust account \$126,327.01 on behalf
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1 of Mr. Akbarian and the lienholders, in willful violation of the former Rules of Professional
2 Conduct, rule 4-100(A).

3 17. On March 1, 2017, respondent issued check no. 1492 in the amount of \$12,000 to Mr.
4 Akbarian from the client trust account, which was thereafter presented for payment by Mr.
5 Akbarian on March 8, 2017. Thus, as of March 8, 2017, respondent was obligated to hold at
6 least \$114,327.01 in his client trust account on behalf of Mr. Akbarian and various third-parties
7 who held liens on the settlement. However, between March 8, 2017 and May 8, 2017,
8 respondent failed to maintain at all times in his client trust account \$114,327.01 on behalf of Mr.
9 Akbarian and the lienholders, in willful violation of the former Rules of Professional Conduct,
10 rule 4-100(A).

11 18. On May 8, 2017, respondent issued check no. 1534 in the amount of \$9,000 to Mr.
12 Akbarian from the client trust account, which was thereafter presented for payment by Mr.
13 Akbarian on May 8, 2017. Thus, as of May 8, 2017, respondent was obligated to hold at least
14 \$105,327.01 in his client trust account on behalf of Mr. Akbarian and various third-parties who
15 held liens on the settlement. However, between May 8, 2017 and May 12, 2017, respondent
16 failed to maintain at all times in his client trust account \$105,327.01 on behalf of Mr. Akbarian
17 and the lienholders, in willful violation of the former Rules of Professional Conduct, rule 4-
18 100(A).

19 19. On May 12, 2017, respondent issued check no. 1506 in the amount of \$9,000, check
20 no. 1507 in the amount of \$7,000, and check no. 1508 in the amount of \$9,000 to Mr. Akbarian
21 from the client trust account, which was thereafter presented for payment by Mr. Akbarian on
22 May 18, 2017, May 30, 2017, and May 25, 2017, respectively. Thus, as of May 25, 2017,
23 respondent was obligated to hold at least \$75,327.01 in his client trust account on behalf of Mr.
24 Akbarian and various third-parties who held liens on the settlement. However, between June 8,
25 2017 and July 21, 2017, respondent failed to maintain at all times in his client trust account
26 \$75,327.01 on behalf of Mr. Akbarian and the lienholders, in willful violation of the former
27 Rules of Professional Conduct, rule 4-100(A).
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1 COUNT EIGHT

2 Case No. 18-O-10305
3 Business and Professions Code, section 6106
4 [Moral Turpitude - Misappropriation]

5 20. On or about March 15, 2016, respondent received on behalf of respondent's client,
6 Mohsen Akbarian, a settlement check in the amount of \$265,000 from Sedgwick CMS as Agent
7 for Hilton Hotels Corporation World Wide.

8 21. On or about March 15, 2016, respondent deposited the \$265,000 into respondent's
9 client trust account at U.S. Bank, account ending in 7873, on behalf of the client. Of this sum,
10 respondent was obligated to hold at least \$141,327.01 in his client trust account on behalf of Mr.
11 Akbarian and various third-parties who held liens on the settlement.

12 22. By August 4, 2016, respondent had advanced \$10,000 of the total settlement to Mr.
13 Akbarian prior to paying any of the lienholders. Thus, as of August 4, 2016, respondent was
14 obligated to hold at least \$131,327.01 in his client trust account on behalf of Mr. Akbarian and
15 the lienholders. However, on August 26, 2016, the balance in respondent's client trust account
16 dropped to \$11,822.11. Respondent thereby willfully and intentionally misappropriated
17 approximately \$119,504.90 that Mr. Akbarian and his lienholders were collectively entitled to
18 receive, in willful violation of Business and Professions Code, section 6106.

19 23. A violation of section 6106 may result from intentional conduct or grossly negligent
20 conduct. Respondent is charged with committing an intentional misappropriation. However,
21 should the evidence at trial demonstrate that respondent misappropriated funds as a result of
22 grossly negligent conduct, respondent must still be found culpable of violating section 6106
23 because misappropriation through gross negligence is a lesser included offense of intentional
24 misappropriation.

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COUNT NINE

Case No. 18-O-10305
Business and Professions Code, section 6106
[Moral Turpitude]

24. On or about March 15, 2016, respondent received on behalf of respondent's client, Mohsen Akbarian, a settlement check in the amount of \$265,000 from Sedgwick CMS as Agent for Hilton Hotels Corporation World Wide.

25. On or about March 15, 2016, respondent deposited the \$265,000 into respondent's client trust account at U.S. Bank, account ending in 7873, on behalf of the client. Of this sum, respondent was obligated to hold at least \$141,327.01 in his client trust account on behalf of Mr. Akbarian and various third-parties who held liens on the settlement.

26. On or about June 8, 2018, respondent provided a written response with respect to the State Bar complaint filed by Mr. Akbarian in this action wherein he, in relevant part, asserted that Mr. Akbarian had loaned respondent the settlement funds for two years at 10% interest when he knew that statement to be false. Respondent, in furtherance of these misrepresentations, produced a copy of a letter signed by Mr. Akbarian to the State Bar that was materially altered by respondent after Mr. Akbarian signed it to contain language regarding the purported loan. Respondent thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code section 6106.

27. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with committing intentional misrepresentation. However, should the evidence at trial demonstrate that respondent committed misrepresentation as a result of gross negligence, respondent must still be found culpable of violating section 6106 because misrepresentation through gross negligence is a lesser included offense of intentional misrepresentation.

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1 COUNT TEN

2 Case No. 18-O-10305
3 Former Rules of Professional Conduct, Rule 3-300
4 [Acquiring Interest Adverse to Client]

5 28. On or about February 17, 2016, respondent acquired an interest adverse to
6 respondent's client, Mohsen Akbarian, when he prepared a document in which he obtained a
7 loan of Mr. Akbarian's portion of the settlement funds for two years with payment of 10%
8 interest. Respondent did not fully disclose in writing to Mr. Akbarian the terms of the
9 acquisition of the adverse interest in a manner which should have been reasonably understood by
10 Mr. Akbarian, respondent did not advise Mr. Akbarian in writing that he may seek the advice of
11 an independent lawyer of the client's choice and did not give Mr. Akbarian a reasonable
12 opportunity to seek that advice, thereby willfully violating former Rules of Professional Conduct,
13 rule 3-300.

14 COUNT ELEVEN

15 Case No. 18-O-10305
16 Business and Professions Code, section 6090.5(a)(2)
17 [Attorney/Client Agreement Not to File Complaint]

18 29. On or about March 12, 2018, respondent, while acting as an attorney for a party,
19 specifically, Mohsen Akbarian, sought agreement from Mr. Akbarian that he shall withdraw a
20 disciplinary complaint or shall not cooperate with the investigation or prosecution conducted by
21 the State Bar, in willful violation of Business and Professions Code, section 6090.5(a)(2).

22 **NOTICE - INACTIVE ENROLLMENT!**

23 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**
24 **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**
25 **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**
26 **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**
27 **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**
28 **INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE**
ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE
RECOMMENDED BY THE COURT.

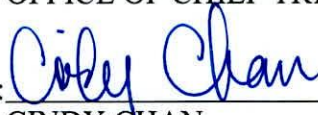
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NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL



DATED: May 30, 2019

By: _____

CINDY CHAN
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): **17-O-01011; 17-O-04581 and 18-O-10305 [CONSOLIDATED]**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

SECOND AMENDED NOTICE OF DISCIPLINARY CHARGES

☐

By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

☒

By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))

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By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ("UPS").

☐

By Fax Transmission: (CCP §§ 1013(e) and 1013(f))

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐

By Electronic Service: (CCP § 1010.6)

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐

(for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,

Article No.: 9414 7266 9904 2111 0164 49 at Los Angeles, addressed to: *(see below)*

☐

(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,

Tracking No.: addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
Arthur Lewis Margolis	Margolis & Margolis LLP 2000 Riverside Dr Los Angeles, CA 90039	Electronic Address	

☐ via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A


I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ("UPS"). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: May 30, 2019

SIGNED:


Jason Peralta
Declarant